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Warranty Deed**000436**

KNOW ALL MEN BY THESE PRESENTS, that I, Beshara Saliba of Waterville, County of Kennebec, State of Maine, being unmarried, for consideration paid,

Waterville

grant to Beshara Saliba, Trustee, or his successors in trust, under the Beshara Saliba Living Trust dated November 6, 1992 and any amendments thereto whose mailing address is 3 Merrill Street, Waterville, Maine

**NO TRANSFER
TAX PAID**

with **Warranty Covenants** a certain lot or parcel of land with building thereon in the City of Waterville, County of Kennebec and State of Maine, and further described as follows, to wit:

Easterly by Main Street twenty-eight (28) feet and four (4) inches; southerly by land now or formerly of the heirs or devisees of L. H. Soper; westerly twenty-eight (28) feet and four (4) inches by Merchants Court; and northerly by land supposed to be formerly owned by Florence Haviland. Also the northerly one-half (1/2) interest in the north wall of the brick block now or formerly occupied by L. H. Soper Company and lying next southerly of the above described premises. It is understood and agreed, however, that Beshara Saliba and Juliet Saliba by reason of their ownership in said wall, shall acquire no interest in any land south of the south line of the premises conveyed above. Also conveying all rights, title and interest which Butler's Stores, Inc., has by reason of a party wall agreement entered into by and between John A. Davison and Florence Haviland dated November 24, 1911, and recorded in Kennebec Registry of Deeds, Book 515, Page 334, to which record reference is hereby had for a more particular description, and party wall agreement entered into by and between said Davison and Luther H. Soper dated April 17, 1911, and recorded in said Registry Book 511, Page 301, to which record reference is hereby had for a more particular description.

Excepting and reserving, however, from the above conveyance all the title, interest and rights in the northerly wall of the building on the above described premises which were conveyed by Robinson-Davison Company to Charles Haviland or Florence Haviland, and also excepting and reserving and this conveyance is made expressly subject to all rights which said Florence Haviland and her heirs or assigns and all rights which the heirs, devisees or assigns of said L. H. Soper may have by reason of the two party wall agreements above described.

The Butler's Stores, Inc., also conveys all their right, title and interest in and to a certain agreement by and between Florence C. Daly and Isaac Hillson dated July 12, 1947 and recorded in said Registry, Book 851, Page 23, concerning the use of stairs to the second floor of the premises conveyed, it being understood and agreed that Beshara Saliba and Juliet Saliba shall assume all obligations resting upon the said Hillson under said agreement and they further agree to save the said Butler's Stores, Inc., harmless from any and all obligations and duties arising under or through the said agreement otherwise referred to as a lease.

Excepting and reserving from the above described premises all conveyances which are a matter of record in the Kennebec Registry of Deeds, whether by condemnation, eminent domain, urban renewal or otherwise.

Meaning and intending to convey the said premises excepting those exceptions and reservations here-in above described, that Isaac Hillson conveyed to Butler's Stores, Inc., dated April 30, 1957 and recorded in the Kennebec County Registry of Deeds Book 1077, Page 138.

Also another certain lot or parcel of land situated in Waterville, in the County of Kennebec and State of Maine, on the westerly side of Main Street, so-called, with the building thereon, known as "Soper Building", bounded and described as follows, to wit:

On the East forty and four-twelfths (40 4/12ths) feet by Main Street; on the South eighty-six and ten-twelfths (86 10/12ths) feet by land now or formerly of J. H. Plaisted; on the West forty and four-twelfths (40 4/12ths) feet by land of the said Plaisted; and on the North eighty-six and ten-twelfths (86 10/12ths) feet by land now or formerly of Theophilus Gilman, being the same premises conveyed to Luther H. Soper by J. H. Plaisted by deeds dated November 6, 1889, and May 16, 1890, and recorded in Kennebec Registry of Deeds, Book 368, Page 573, and Book 380, Page 133, to which deeds, reference may be had for a more particular description of the

premises hereby conveyed, and the building on same built by Luther H. Soper in 1890.

Also a right of passway to same from Silver Street in the rear of said premises as described in said deeds to Luther H. Soper.

The above described premises are conveyed, nevertheless, subject to an Indenture entered into by and between James H. Plaisted and Luther H. Soper pertaining to the maintenance and erection of a party wall, which Indenture is dated July 2, 1890 and recorded in Kennebec County Registry of Deeds in Book 382, Page 337.

Excepting and reserving from the above described premises all conveyances which are a matter of record in the Kennebec Registry of Deeds, whether by condemnation eminent domain, urban renewal or otherwise.

Meaning and intending to convey the same premises excepting those reservations and conveyances which are a matter of record that were conveyed to Butler's Stores, Inc., by deeds of Helen S. Davis et als dated November 17, 1956 and recorded in Kennebec Registry of Deeds in Book 1067, Page 144, and by deed of Jacob Agger to Butler's Stores, Inc., by deed dated November 1, 1956 and recorded in the Kennebec County Registry of Deeds Book 1067, Page 147.

Being the same premises as conveyed by deed of Butler's Stores, Inc., to Beshara Saliba and Juliet Saliba dated July 30, 1982 and recorded in the Kennebec County Registry of Deeds in Book 2491, Page 344. Beshara Saliba is the surviving joint tenant having survived Juliet A. Saliba.

In Witness Whereof, I have hereunto set my hand this 30th day of the month of December, A.D. 1992.

Signed and Delivered in
the presence of

Wayne Thirrell Beshara Saliba
Beshara Saliba

State of Maine
County of Kennebec ss.

Then personally appeared the above named Beshara Saliba and acknowledged the foregoing instrument to be his free act and deed.

Before me,

Nancy S. Tebbetts
Notary Public

Nancy S. Tebbetts
My Commission Expires
May 18, 1999



RECEIVED KENNEBEC SS.

1993 JAN -7 AM 9:00

ATTEST: Theresa B. M...
REGISTER OF DEEDS